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RIVERSIDE

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

ESTATE OF RICHARD MATUS, JR.,
by and through successors in interest,
G.M., R.M., and Lisa Matus; G.J., a
minor, by and through Guardian Ad
Litem, Lisa Matus; R.M., a minor, by
and through Guardian Ad Litem, Lisa
Matus; LISA MATUS, individually,,

Plaintiffs.

vs.

COUNTY OF RIVERSIDE, a public entity; RIVERSIDE COUNTY SHERIFF'S DEPARTMENT; SHERIFF CHAD BIANCO, in his individual and official capacities; EDWARD DELGADO; JAMES KRACHMER; DAVID HOLM; and DOES 1 through 10, individually, jointly and severally. .

Defendants.

Case No. 5:23-cv-00506-MEMF-SP

**PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

Sched. Conf. Date: 11/2/2023
Trial Date: 02/03/2025

PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s inherent and statutory authority, including but not limited to the Court’s authority

1 under the applicable Federal Rules of Civil Procedure and the United States District
2 Court, Central District of California Local Rules; after due consideration of all of the
3 relevant pleadings, papers, and records in this action; and upon such other evidence
4 or argument as was presented to the Court; Good Cause appearing therefor, and in
5 furtherance of the interests of justice,

6 IT IS HEREBY ORDERED that:

7 1. **A. PURPOSES AND LIMITATIONS**

8 Discovery in this action is likely to involve production of confidential,
9 proprietary, or private information for which special protection from public disclosure
10 and from use for any purpose other than prosecuting this litigation would be
11 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
12 the following Stipulated Protective Order. The parties acknowledge that this Order
13 does not confer blanket protections on all disclosures or responses to discovery and
14 that the protection it affords from public disclosure and use extends only to the limited
15 information or items that are entitled to a confidential treatment under the applicable
16 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
17 that this Stipulated Protective Order does not entitle them to file confidential
18 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
19 followed and the standards that will be applied when a party seeks permission from
20 the court to file material under seal.

21 **B. GOOD CAUSE STATEMENT**

22 Plaintiffs and the individual Defendants may produce certain documents in this
23 case that contain personal medical, employment or financial information. Such
24 information may implicate the privacy interests of the party and are properly protected
25 through a Fed. R. Civ. P. 26(c) protective order. *Seattle Times Co. v. Rhinehart*, 467
26 U.S. 20, 35 n.21 (1984) (“Rule 26(c) includes among its express purposes the
27 protection of a ‘party or person from annoyance, embarrassment, oppression or undue
28 burden or expense.’ Although the Rule contains no specific reference to privacy or to

1 other rights or interests that may be implicated, such matters are implicit in the broad
 2 purpose and language of the Rule.”); *Soto v. City of Concord*, 162 F.R.D. 603, 617
 3 (N.D. Cal. 1995) (a party’s privacy rights are to be protected through a “carefully
 4 crafted protective order.”).

5 Defendants contend that there is good cause and a particularized need for a
 6 protective order to preserve the interests of confidentiality and privacy in peace officer
 7 personnel file records and associated investigative or confidential records for the
 8 following reasons.

9 First, Defendants contend that peace officers have a federal privilege of
 10 privacy in their personnel file records: a reasonable expectation of privacy therein
 11 that is underscored, specified, and arguably heightened by the *Pitchess* protective
 12 procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
 13 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS
 14 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies
 15 to privilege based discovery disputes involving federal claims,” the “state privilege
 16 law which is consistent with its federal equivalent significantly assists in applying
 17 [federal] privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D.
 18 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
 19 “privacy rights [that] are not inconsequential” in their police personnel records); *cf.*
 20 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants
 21 further contend that uncontrolled disclosure of such personnel file information can
 22 threaten the safety of non-party witnesses, officers, and their families/associates.

23 Second, Defendants contend that municipalities and law enforcement agencies
 24 have federal deliberative-executive process privilege, federal official information
 25 privilege, federal law enforcement privilege, and federal attorney-client privilege
 26 (and/or attorney work product protection) interests in the personnel files of their peace
 27 officers – particularly as to those portions of peace officer personnel files that contain
 28 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or

1 communications for the purposes of obtaining or rendering legal advice or analysis –
 2 potentially including but not limited to evaluative/analytical portions of Internal
 3 Affairs type records or reports, evaluative/analytical portions of supervisory records
 4 or reports, and/or reports prepared at the direction of counsel, or for the purpose of
 5 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
 6 *Audubon Soc'y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
 7 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
 8 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
 9 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
 10 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants
 11 further contend that such personnel file records are restricted from disclosure by the
 12 public entity's custodian of records pursuant to applicable California law and that
 13 uncontrolled release is likely to result in needless intrusion of officer privacy;
 14 impairment in the collection of third-party witness information and statements and
 15 related legitimate law enforcement investigations/interests; and a chilling of open and
 16 honest discussion regarding and/or investigation into alleged misconduct that can
 17 erode a public entity's ability to identify and/or implement any remedial measures
 18 that may be required.

19 Third, Defendants contend that, since peace officers do not have the same
 20 rights as other private citizens to avoid giving compelled statements, it is contrary to
 21 the fundamental principles of fairness to permit uncontrolled release of officers'
 22 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d
 23 822, 828-830 (1985); *cf. U.S. Const., amend V.*

24 Accordingly, Defendants contend that, without a protective order preventing
 25 such, production of confidential records in the case can and will likely substantially
 26 impair and harm defendant public entity's interests in candid self-critical analysis,
 27 frank internal deliberations, obtaining candid information from witnesses,
 28 preserving the safety of witnesses, preserving the safety of peace officers and peace

1 officers' families and associates, protecting the privacy officers of peace officers,
 2 and preventing pending investigations from being detrimentally undermined by
 3 publication of private, sensitive, or confidential information – as can and often does
 4 result in litigation.

5 Plaintiffs do not agree with and do not stipulate to Defendants' contentions
 6 stated above. Plaintiffs have expressed their concerns pertaining to the use of
 7 stipulated protective orders in federal civil rights actions. To begin, documents
 8 exchanged in discovery are presumptively public in nature. *San Jose Mercury*
 9 *News, Inc. v. U.S. District Court*, 187 F.3d 1096, 1103 (9th Cir. 1999).
 10 Furthermore, the public maintains a notable interest in the protection of civil rights
 11 and government accountability, including in allegations of law enforcement
 12 misconduct. *See, e.g., Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 597 &
 13 n. 7 (1978) (explaining the interest of citizens in “keep[ing] a watchful eye on the
 14 workings of public agencies”). While Plaintiffs do not disagree that certain law
 15 enforcement documents, and specifically personnel files, warrant the protections
 16 afforded by protective orders, Plaintiffs object to the use of protective orders as
 17 blanket “confidential” designations. Given the legal issues existing in the *Matus*
 18 matter (*i.e.*, whether custody/medical personnel’s deliberate indifference resulted in
 19 an in-custody death of a pretrial detainee), it is Plaintiffs’ position that the public
 20 interest in government accountability and transparency clearly outweighs any
 21 speculative harms the Defendants may allege exist.¹ Nonetheless, and in the interest
 22 of expediency given the controlling Scheduling Order in the *Matus* matter, Plaintiffs
 23

24 ¹ As a general rule, the public is permitted access to litigation documents and
 25 information produced during discovery, and the party opposing such disclosure must
 26 demonstrate particularized harm and, if such specific harm does exist, the Court
 27 must still proceed to balance the competing private and public interests at stake. *In*
re Roman Catholic Archbishop, 661 F.3d 417 (9th Cir. 2011); *see also Glenmede*
Trust Co. v. Thompson, 56 F.3d 476, 483 (3d Cir. 1995) (identifying factors to
 28 consider in balancing competing interests.)

1 agree to enter into a Stipulated Protective Order to preserve the respective interests
2 of the parties.

3 **2. DEFINITIONS**

4 2.1 Action: this pending federal law suit.

5 2.2 Challenging Party: a Party or Non-Party that challenges the designation
6 of information or items under this Order.

7 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
8 the medium or how generated, stored, or maintained) or tangible things that qualify
9 for protection under Federal Rule of Civil Procedure 26(c), as specified above in the
10 Good Cause Statement, and other applicable federal privileges.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
12 support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or
14 items that it produces in disclosures or in responses to discovery as
15 “CONFIDENTIAL.”

16 2.6 Disclosure or Discovery Material: all items or information, regardless
17 of the medium or manner generated, stored, or maintained (including, among other
18 things, testimony, transcripts, or tangible things), that are produced or generated in
19 disclosures or responses to discovery in this matter.

20 2.7 Expert: a person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as
22 an expert witness or as a consultant in this Action.

23 2.8 House Counsel: attorneys who are employees of a Party to this Action.
24 House Counsel does not include Outside Counsel of Record or any other outside
25 counsel.

26 2.9 Non-Party: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this action.

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1 2.10 Outside Counsel of Record: attorneys who are not employees of a party
2 to this Action but are retained to represent or advise a party to this Action and have
3 appeared in this Action on behalf of that party or are affiliated with a law firm which
4 has appeared on behalf of that party, and includes support staff.

5 2.11 Party: any part to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 Professional Vendors: persons or entities that provide litigation support
11 services (e.g., photocopying; videotaping; translating; preparing exhibits or
12 demonstrations; and organizing, storing, or retrieving data in any form or medium)
13 and their employees and subcontractors.

14 2.14 Protected Material: any Disclosure or Discovery Material that is
15 designated as “CONFIDENTIAL.”

16 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only
20 Protected Material (as defined above), but also (1) any information copied or
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or
22 compilations of Protected Material; and (3) any testimony, conversations, or
23 presentations by Parties or their Counsel that might reveal Protected Material.

24 Any use of Protected Material at trial shall be governed by the Orders of the
25 trial judge. This Order does not govern the use of Protected Material at trial.

26 4. DURATION

27 Even after final disposition of this litigation, the confidentiality obligations
28 imposed by this Order shall remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition shall be
 2 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
 3 or without prejudice; and (2) final judgment herein after the completion and
 4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
 5 including the time limits for filing any motions or applications for extension of time
 6 pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
 9 Each Party or Non-Party that designates information or items for protection under this
 10 Order must take care to limit any such designation to specific material that qualifies
 11 under the appropriate standards. The Designating Party must designate for protection
 12 only those parts of material, documents, items, or oral or written communications that
 13 qualify so that other portions of the material, documents, items, or communications
 14 for which protection is not warranted are not swept unjustifiably within the ambit of
 15 this Order.

16 Mass, indiscriminate, or routine designations are prohibited. Designations that
 17 are shown to be clearly unjustified, or that have been made for an improper purpose
 18 (e.g., to unnecessarily encumber the case development process or to impose
 19 unnecessary expenses and burdens on other parties) may expose the Designating Party
 20 to sanctions.

21 If it comes to a Designating Party's attention that information or items that it
 22 designated for protection do not qualify for protection, that Designating Party must
 23 promptly notify all other parties that it is withdrawing the inapplicable designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
 25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 27 under this Order must be clearly so designated before the material is disclosed or
 28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
 3 documents, but excluding transcripts of depositions or other pretrial or trial
 4 proceedings), that the Producing Party affix at a minimum, the legend
 5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
 6 contains protected material. If only a portion or portions of the material on a page
 7 qualifies for protection, the Producing Party also must clearly identify the protected
 8 portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
 10 need not designate them for protection until after the inspecting Party has indicated
 11 which documents it would like copied and produced. During the inspection and before
 12 the designation, all of the material made available for inspection shall be deemed
 13 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
 14 copied and produced, the Producing Party must determine which documents, or
 15 portions thereof, qualify for protection under this Order. Then, before producing the
 16 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”
 17 to each page that contains Protected Material. If only a portion or portions of the
 18 material on a page qualifies for protection, the Producing Party also must clearly
 19 identify the protected portion(s) (e.g., by making appropriate markings in the
 20 margins). Markings added to documents pursuant to this paragraph shall not obscure
 21 the content or text of the documents produced.

22 (b) for testimony given in depositions that the Designating Party
 23 identify the Disclosure or Discovery Material on the record, before the close of the
 24 deposition all protected testimony. The court reporter must affix to each such
 25 transcript page containing Protected Material the “CONFIDENTIAL legend”, as
 26 instructed by the Designating Party.

27 (c) for information produced in some form other than documentary
 28 and for any other tangible items, that the Producing Party affix in a prominent place

on the exterior of the container or containers in which the information or item is stored the legend "CONFIDENTIAL." If only a portions or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
6 failure to designate qualified information or items as “CONFIDENTIAL” does not,
7 standing alone, waive the Designating Party’s right to secure protection under this
8 Stipulation and its associated Order for such material. Upon timely correction of a
9 designation, the Receiving Party must make reasonable efforts to assure that the
10 material is treated in accordance with the provisions of this Order.

11 5.4 Privilege Logs. If a party withholds information that is responsive to a
12 discovery request by claiming that it is privileged or otherwise protected from
13 discovery, that party shall promptly prepare and provide a privilege log that is
14 sufficiently detailed and informative for the opposing party to assess whether a
15 document's designation as privileged is justified. *See Fed.R.Civ.P. 26(b)(5).* The
16 privilege log shall set forth the privilege relied upon and specify separately for each
17 document or for each category of similarly situated documents:

- (a) the title and description of the document, including number of pages or Bates- number range;
 - (b) the subject matter addressed in the document;
 - (c) the identity and position of its author(s);
 - (d) the identity and position of all addressees and recipients;
 - (e) the date the document was prepared and, if different, the date(s) on which it was sent to or shared with persons other than its author(s);
and
 - (f) the specific basis for the claim that the document is privileged and protected.

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1 Communications involving counsel that post-date the filing of the complaint
 2 need not be placed on a privilege log.

3 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 5 designation of confidentiality at any time that is consistent with the Court's
 6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 8 resolution process under Local Rule 37-1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on
 10 the Designating Party. Frivolous challenges, and those made for an improper purpose
 11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 12 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 13 or withdrawn the confidentiality designation, all parties shall continue to afford the
 14 material in question the level of protection to which it is entitled under the Producing
 15 Party's designation until the Court rules on the challenge.

16 6.4 Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a
 17 Designating Party may remove Protected Material from some or all of the protections
 18 and provisions of this Stipulated Protective Order at any time by any of the following
 19 methods:

20 (a) Express Written Withdrawal. A Designating Party may withdraw a
 21 “CONFIDENTIAL” designation made to any specified Protected Material from some
 22 or all of the protections of this Stipulated Protective Order by an express withdrawal
 23 in writing signed by the Designating Party or Designating Party's counsel (but not
 24 including staff of such counsel) that specifies and itemizes the Disclosure or
 25 Discovery Material previously designated as Protected Material that shall not longer
 26 be subject to some or all of the provisions of this Stipulated Protective Order. Such
 27 express withdrawal shall be effective when transmitted or served upon the Receiving
 28 Party. If a Designating Party is withdrawing Protected Material from only some of

1 the provisions/protections of this Stipulated Protective Order, the Designating Party
 2 must state which specific provisions are no longer to be enforced as to the specified
 3 material for which confidentiality protection hereunder is withdrawn: otherwise, such
 4 withdrawal shall be construed as a withdrawal of such material from all of the
 5 protections/provisions of this Stipulated Protective Order;

6 (b) Express Withdrawal on the Record. A Designating Party may withdraw
 7 a “CONFIDENTIAL” designation made to any specified Protected Material from all
 8 of the provisions/protections of this Stipulated Protective Order by verbally
 9 consenting in court proceedings on the record to such withdrawal – provided that such
 10 withdrawal specifies the Disclosure or Discovery Material previously designated as
 11 Protected Material shall no longer be subject to any of the provisions of this
 12 Stipulation and Order;

13 (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A
 14 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”
 15 designation made to any specified Protected Material from all of the
 16 provisions/protections of this Stipulated Protective Order by either (1) making such
 17 Protected Material part of the public record – including but not limited to attaching
 18 such as exhibits to any filing with the court without moving, prior to such filing, for
 19 the court to seal such records; or (2) failing to timely oppose a Challenging Party’s
 20 motion to remove a “CONFIDENTIAL” designation to specified Protected Material.

21 7. ACCESS TO AND USE OF PROTECTED MATERIAL

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 23 disclosed or produced by another Party or by a Non-Party in connection with this
 24 Action only for prosecuting, defending, or attempting to settle this Action. Such
 25 Protected Material may be disclosed only to the categories of persons and under the
 26 conditions prescribed in this Order. When the Action has been terminated, a
 27 Receiving Party must comply with the provisions of section 13 below (FINAL
 28 DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at a
 2 location and in a secure manner that ensures that access is limited to the persons
 3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 5 otherwise ordered by the Court or permitted in writing by the Designating Party, a
 6 Receiving Party may disclose any information or item designated
 7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
 9 as employees of such Counsel to whom it is reasonably necessary to disclose the
 10 information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
 12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
 14 disclosure is reasonably necessary for this Action and who have signed the
 15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) court reporters and their staff;

18 (f) professional jury or trial consultants, mock jurors, and Professional
 19 Vendors to whom disclosure is reasonably necessary for this Action and who have
 20 signed the “ Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (g) the author or recipient of a document containing the information or a
 22 custodian or other person who otherwise possessed or knew the information;

23 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 25 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will
 26 not be permitted to keep any confidential information unless they sign the
 27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be
2 separately bound by the court reporter and may not be disclosed to anyone except as
3 permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
7 **OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the subpoena
15 or order is subject to Protective Order. Such notification shall include a copy of this
16 Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be pursued
18 by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order shall not produce any information designated in this action
21 as “CONFIDENTIAL” before a determination by the court from which the subpoena
22 or order issued, unless the Party has obtained the Designating Party’s permission. The
23 Designating Party shall bear the burden and expense of seeking protection in that court
24 of its confidential material and nothing in these provisions should be construed as
25 authorizing or encouraging a Receiving Party in this action to disobey a lawful
26 directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as "CONFIDENTIAL." Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to
9 produce a Non-Party's confidential information in its possession, and the Party is
10 subject to an agreement with the Non-Party not to produce the Non-Party's
11 confidential information, then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party
13 that some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably
17 specific description of the information requested; and

18 (3) make the information requested available for inspection by the
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within 14
21 days of receiving the notice and accompanying information, the Receiving Party may
22 produce the Non-Party's confidential information responsive to the discovery request.
23 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
24 any information in its possession or control that is subject to the confidentiality
25 agreement with the Non-Party before a determination by the court. Absent a court
26 order to the contrary, the Non-Party shall bear the burden and expense of seeking
27 protection in this court of its Protected Material.

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1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 3 Protected Material to any person or in any circumstance not authorized under this
 4 Stipulation and Order, the Receiving Party must immediately: (a) notify in writing the
 5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
 6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
 7 whom unauthorized disclosures were made of all the terms of this Order, and (d)
 8 request such person or persons execute the Acknowledgement and Agreement to Be
 9 Bound” that is attached hereto as Exhibit A.

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
 11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
 13 inadvertently produced material is subject to a claim of privilege or other protection,
 14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 16 may be established in an e-discovery order that provides for production without prior
 17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 18 parties reach an agreement on the effect of disclosure of a communication or
 19 information covered by the attorney-client privilege or work product protection, the
 20 parties may incorporate their agreement in the stipulated protective order submitted
 21 to the court.

22 12. MISCELLANEOUS

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 24 person to seek modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 26 Protective Order no Party waives any right it otherwise would have to object to
 27 disclosing or producing any information or item on any ground not addressed in this
 28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 12.3 Filing of Protected Material. A party that seeks to file under seal any
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal
6 is denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within 60
10 days of a written request by the Designating Party, each Receiving Party must return
11 all Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same
16 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
17 (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,
19 abstracts, compilations, summaries or any other format reproducing or capturing any
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if such
24 materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4 (DURATION).

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1 Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 DATED: November 14, 2023 LEWIS BRISBOIS BISGAARD & SMITH LLP

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By: / s / *Tori L.N. Bakken*

TONY M. SAIN

TORI L.N. BAKKEN

Attorneys for Defendant,
COUNTY OF RIVERSIDE

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DATED: November 14, 2023

GASTÉLUM LAW, APC

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By: / s / *Denisse O. Gastélum*

Denisse O. Gastélum, Esq.

Attorneys for Plaintiffs,

ESTATE OF RICHARD MATUS, JR., by
and through successors in interest, G.M.,
R.M., and Lisa Matus; G.M., a minor, by
and through Guardian Ad Litem, Candace
Cortez; R.M., a minor, by and through
Guardian Ad Litem, Candace Cortez; LISA
MATUS, individually

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1 DATED: November 14, 2023

THE LAW OFFICES OF CHRISTIAN CONTRERAS
A Professional Law Corporation

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By: / s / *Christian Contreras*

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Christian Contreras, Esq.

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Attorneys for Plaintiffs,

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ESTATE OF RICHARD MATUS, JR., by
and through successors in interest, G.M.,
R.M., and Lisa Matus; G.M., a minor, by
and through Guardian Ad Litem, Candace
Cortez; R.M., a minor, by and through
Guardian Ad Litem, Candace Cortez; LISA
MATUS, individually

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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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Dated: November 20, 2023



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Hon. Sheri Pym
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert formal name of the case and the number and initials assigned to it by the court]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

22 | Date:

23 | City and State where sworn and signed:

25 Printed name:

27 || Signature: